

CONRAIL

September 29, 1978

RECORDATION NO. *9668-C* Filed 1425

SEP 29 1978 -12 20 PM

INTERSTATE COMMERCE COMMISSION

NO. 8-272A083

Date SEP 29 1978

Fee \$ 10.00

ICC Washington, D. C.

HAND-DELIVER

Mr. H. G. Homme, Jr., Acting Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue  
Washington, D.C. 20423

Dear Mr. Homme:

Pursuant to Section 20c of the Interstate Commerce Act and as provided by Volume 49 Code of Federal Regulations Sections 1116.1 through 1116.4 we present the following document for recordation:

An Amendment Agreement, dated as of September 15, 1978, to a Lease of Equipment (the "Prime Lease") between Wells Fargo Leasing Corporation and United States Lease Financing, Inc., a Lease of Equipment (the "Sublease") between United States Lease Financing, Inc. and Consolidated Rail Corporation, a Security Agreement dated as of July 15, 1978 (the "Security Agreement") between Wells Fargo Leasing Corporation and The Philadelphia National Bank and an Assignment and Agreement, dated as of July 15, 1978, between Consolidated Rail Corporation and Wells Fargo Leasing Corporation.

Owner: Wells Fargo Leasing Corporation  
633 Battery Street  
San Francisco, California 94111

Lender: The Philadelphia National Bank  
Broad & Chestnut Streets  
Philadelphia, Pennsylvania 19101

Lessee: United States Lease Financing, Inc.  
633 Battery Street  
San Francisco, California 94111

Guarantor: United States Lease Financing International Inc.  
633 Battery Street  
San Francisco, California 94111

Railroad: Consolidated Rail Corporation  
Six Penn Center Plaza  
Philadelphia, Pennsylvania 19104

The following Equipment is covered by this transaction:

(SEE ATTACHED APPENDIX)

Enclosed is our check for \$10 to cover the recordation fee.

The amended Prime Lease, the Sublease and Secuirty Agreement were recorded with the Interstate Commerce Commission at 5:30 P.M., on August 30, 1978, and were assigned recordation numbers No. 9668, No. 9668-A and No. 9668-B, respectively. The Amendment, dated as of September 15, 1978 has not been previously recorded with the Interstate Commerce Commission. After recording a counterpart of this document, please return the remaining copies, stamped with your recordation number to the individual presenting them for recordation.

Thank your for your assistance.

Sincerely yours,

A handwritten signature in black ink, appearing to read "J. T. Rowan", written over a horizontal line.

Joseph T. Rowan  
Corporate Counsel

JTR/dejl51

APPENDIX

DESCRIPTION OF EQUIPMENT

<u>TYPE</u>	<u>AAR MECHANICAL DESIGNATION</u>	<u>NO. OF UNITS</u>	<u>MARKED</u>	<u>NUMBERS INCLUSIVE</u>
Jet Snowblower, GM 4-53 Diesel Engine with specified optional equipment, Manufac- turer's Serial No. JB 408, Supplied by Portec, Inc./RMC	NONE	1 4	NONE	SL 3033
Jet Snowblower, GM 4-53 Diesel Engine with specified optional equipment, Manufac- turer's Serial Nos. JB 409, JB 410, JB 411, JB 412	NONE	4	NONE	SL 3034 - SL 3037

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**9/29/78**

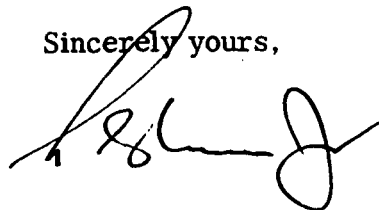
**OFFICE OF THE SECRETARY**

**Joseph T. Rowan  
Corporate Counsel  
Consolidated Rail Corp  
Six Penn Center Plaza  
Phila. Pa. 19104**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on **9/29/78** at **12:20pm**,  
and assigned recordation number(s) **9668-C**

Sincerely yours,



**H.G. Homme, Jr.,  
Acting Secretary**

**Enclosure(s)**

**SE-30-T  
(2/78)**

RECORDATION NO. 9668-1428 C

SEP 29 1978 12 28 PM

AMENDMENT AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT AGREEMENT ("Amendment") is dated as of September 15, 1978 and is by and among the undersigned parties who are all the parties to the Participation Agreement ("Participation Agreement") dated as of July 15, 1978. Terms and definitions herein have the same meaning as when used in the Participation Agreement.

NOW, THEREFORE, the parties hereto hereby mutually covenant and agree as follows:

1. The Railroad hereby transfers, assigns and sets over unto the Owner all right, title and interest of the Railroad in and to the purchase orders attached hereto as Exhibit A, which for all purposes of the Purchase Agreement shall constitute Purchase Contracts and the equipment described therein shall constitute Equipment, including the right to accept delivery of, and take title to the Equipment and the right to be named as purchaser and owner in the invoices and bills of sale for the Equipment to be delivered to the Railroad by Portec, Inc./RMC, who for all purpose of the Purchase Agreement shall constitute one of the Vendors. The Equipment described in the attached orders shall hereafter be subject to all representations, warranties, terms and conditions and all other agreements contained in the Purchase Agreement as if originally subject to the Purchase Agreement.

2. The Participation Agreement, the Lease, the Sublease and the Security Agreement are hereby amended to add the

following description as an addition to the Items of Equipment covered by and subject to such agreements:

<u>Quantity</u>	<u>Description</u>	<u>Estimated Lessor's Cost</u>
1	Jet Snowblower, GM 4-53 Diesel Engine with specified optional equipment, Manufacturer's Serial No. JB 408, Supplied by Portec, Inc./RMC	\$76,985.00
4	Jet Snowblower, GM 4-53 Diesel Engine with specified optional equipment, Manufacturer's Serial Nos. JB 409, JB 410, JB 411, JB 412	\$80,200.00 each

3. The Security Agreement was filed and recorded with the Interstate Commerce Commission on August 30, 1978 under recordation No. 9668-B; the Lease was filed and recorded with the Interstate Commerce Commission on August 30, 1978, under recordation No. 9668 and the Sublease was filed and recorded with the Interstate Commerce Commission on August 30, 1978, under conveyance No. 9668-A. This instrument shall be filed and recorded with the Interstate Commerce Commission immediately after execution hereof and shall constitute an amendment and supplement to the Security Agreement, the Lease, and the Sublease. The Lessee shall immediately prepare, the appropriate parties shall thereafter immediately sign and the Lessee shall thereafter immediately file amendments to, all Uniform Commercial Code Financing Statements previously filed in this transaction to add thereto the description of the Equipment contained in Paragraph 2 above.

4. Except as amended or supplemented hereby, the

Participation Agreement, the Purchase Agreement, the Lease, the Sublease, the Security Agreement and all other documents relating to the transaction evidenced thereby, shall remain in full force and effect; and whenever any future reference shall be made to any of such instruments such reference shall mean such instrument as amended hereby.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf and in their respective names as of the day and year first written above.

WELLS FARGO LEASING  
CORPORATION (Owner)

THE PHILADELPHIA NATIONAL BANK  
(Lender)

APPROVED:
<i>SA</i>
LEGAL DEPT. WELLS FARGO LEASING CORP.

By *Richard R. [Signature]*  
its SENIOR VICE PRESIDENT

By *Donald E. [Signature]*  
its SENIOR VICE PRESIDENT

By *John F. [Signature]*  
its Vice President

UNITED STATES LEASE  
FINANCING, INC. (Lessee)

CONSOLIDATED RAIL CORPORATION  
(Railroad)

By *[Signature]*  
its Vice-President

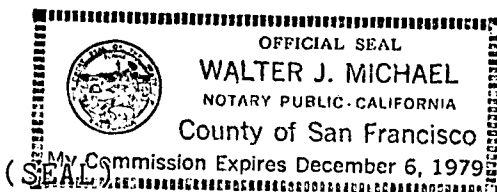
By *PT [Signature]*  
its UP-Treas

UNITED STATES LEASING  
INTERNATIONAL, INC. (Guarantor)

By *Myron M. [Signature]*  
its Senior Vice President

STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 26TH day of SEPTEMBER, 1978, before me personally appeared MARVIN L. FERENSTEIN, to me personally known, who being by me duly sworn, says that he is the Vice-President of UNITED STATES LEASE FINANCING, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

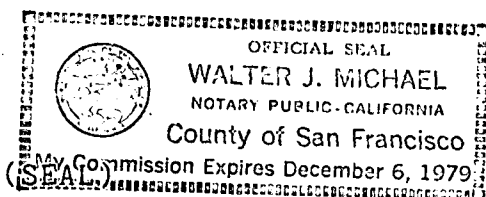


Walter J. Michael  
Notary Public

My Commission expires: December 6, 1979

STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 26TH day of SEPTEMBER, 1978, before me personally appeared MYRON M. CHRISTY, to me personally known, who being by me duly sworn, says that he is the Senior Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Walter J. Michael  
Notary Public

My commission expires: December 6, 1979



STATE OF CALIFORNIA )

CITY AND COUNTY OF SAN FRANCISCO )

SS

On this 25<sup>th</sup> day of September, 1978, before me personally appeared Ronald E. Dean, to me personally known, who being by me duly sworn, says that he is the SENIOR VICE PRESIDENT of WELLS FARGO LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Mary Margaret Shypertt  
Notary Public

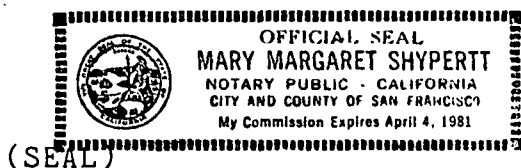
My commission expires: 4-4-81

STATE OF CALIFORNIA )

CITY AND COUNTY OF SAN FRANCISCO )

SS

On this 25<sup>th</sup> day of September, 1978, before me personally appeared Theodore J. Kogelski to me personally known, who being by me duly sworn, says that he is the SENIOR VICE PRESIDENT of WELLS FARGO LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Mary Margaret Shypertt  
Notary Public

My commission expires: 4-4-81

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF PHILADELPHIA ) SS

On this 28<sup>th</sup> day of ~~August~~ <sup>September</sup>, 1978, before me personally appeared John N. Schenfelder, to me personally known, who being by me duly sworn, says that he is the Vice-President of THE PHILADELPHIA NATIONAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ruth E. Adams  
Notary Public  
RUTH E. ADAMS

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires February 18, 1980

(SEAL)

My commission expires:

STATE OF PENNSYLVANIA )  
 )  
COUNTY OF PHILADELPHIA ) SS

On this 27<sup>th</sup> day of ~~August~~ <sup>September</sup>, 1978, before me personally appeared R. T. Fox, to me personally known, who being by me duly sworn, says that he is the VP & Treasurer of CONSOLIDATED RAIL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Alfonso J. DiGregorio  
Notary Public

ALFONSO J. DIGREGORIO

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires August 7, 1980

(SEAL)

My commission expires:

MICHAEL

NEW 1-23

CONRAIL

SHIP TO  
CONSOLIDATED RAIL CORPORATION

EXHIBIT A

9573257

C/O Chief Engineering Officer  
Delivery Location will followPURCHASING DEPARTMENT  
ROOM 401 1524 WALNUT STREET  
PHILADELPHIA PENNA 19102

07 21 78 N 0165

957328

VENDOR NO. 37503018

Portec Inc./RMC  
P.O. Box 1888  
Pittsburgh, Pa. 15230

ITEM NO.	MANAGEMENT CENTER	ITEM NO.	P.C.	SUB CLASS	WORK ORDER	COST CENTER
50003	037	3		LA937		

ITEM NO.	QUANTITY	UNIT	ITEM NUMBER	DESCRIPTION	PRICE
1	1	Ea	93101493	JET Snowblower, GM 4-53 Diesel Engine with specified optional equip.	76,985.00
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Delivery: On or before 11-15-78.  
Terms: 1/2 10, Net 30 Days.

Above equipment to be manufactured in accordance with Conrail Specification dated December 9, 1976, as attached to Inquiry N/W 403 and your proposal dated 7-11-78.

Owners Identification and Plate Number SL 3033 is to be applied as specified on Supplement #1 which is attached to and hereby made part of this purchase order.

Inspection: Maintenance of Way Dept. is to be notified two (2) weeks in advance of anticipated shipping date. No shipment is to be made without authorization of the Maintenance of Way Department.

*Ship* *arrived*  
*the Eng. Dept.* *3-12-78*

*Confirmed order by phone of Paul Hoffman*  
*7-18-78*

S/PT. Pittsburgh, Pa. Prepay (15)  
Transp. charges & add to invoice

You will receive transportation routing instructions for units involved from the Chief Engineer, N/W.

USE AND/OR USE

APPROVED BY

DATE

APPROVED BY

DATE

APPROVED BY

DATE

AUTHORIZED PERSONNEL

CORPORATION

AGENT'S COPY

SHIP TO

CONSOLIDATED RAIL CORPORATION

MW 424  
EXHIBIT A

CONRAIL

c/o Chief Engineering Officer  
Delivery Location will followPURCHASING DEPARTMENT  
ROOM 401 - 1528 WALNUT STREET  
PHILADELPHIA, PENNA. 19102

MO.	DAY	YR.	TP	STORE	ORDER SER. NO.
9	6	78	N	0165	9573360

ENDOR NO. 37503018

Portec, Inc. / RMC  
P. O. Box 1888  
Pittsburgh, Pa. 15230

LINE NO.	JOB NO.	MANAGEMENT CENTER	PURP. ACCT.	UNIT NUMBER P F C	SUB CLASS	CHARGE NUMBER WORK ORDER	COST CENTER	DEPT.
	50003		037	3		LB117		

Q	QUANTITY	UNIT	ITEM NUMBER	ITEM DESCRIPTION (MFG. NO. AND DESCRIPTIVE DETAIL)	UNIT PRICE
1	4	ea	93101605	JET Snowblower, GM 4-53 Diesel Engine with	80,200.000
2				specified optional equip.	
3					
4				DELIVERY: 1 unit - Sept. 1978 3 units- Oct. 1978	
5					
6				Above equipment to be manufactured in accordance with	
7				Conrail Specification dated December 9, 1976, as	
8				attached to Inquiry M/W 403 and your proposal dated	
9				August 31, 1978.	
10				Owners Identification and Plate Nos. SL3034 thru	
11				SL3037 is to be applied as specified on Supplement	
12				#1 which is attached to and hereby made part of this	
13				Purchase Order.	
14				Inspection: Maintenance of Way Dept. is to be	
15				notified two (2) weeks in advance of anticipated	
16				shipping date. No shipment is to be made without	
17				authorization of the Maintenance of Way Department.	
18				Confirming phone order with Bud Hoffman - 9-5-78.	
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MCL

5 - Shipping Point. Ship prepaid, add charges to invoice.

## SPECIAL INSTRUCTIONS

You will receive transportation routing instructions for units involved from the Chief Engr., M/W.

USE AND/OR OF

APPROVED BY

DATE

APPROVED BY

DATE

APPROVED BY

DATE

AUTHORIZED PERSONNEL

